

**REMARKS**

Reconsideration and allowance of the above-referenced application are respectfully requested. No new matter has been added.

**Interview**

On September 16, 2008, the undersigned participated in a telephonic interview with Examiner Gerardo Araque, Jr. During that interview, all claims were discussed, and in particular, the Davis reference. No agreement was reached, however, the Examiner provided guidance to the undersigned as to proposed amendments to the claims. The amendments herein reflect such discussions. The undersigned gratefully acknowledges the Examiner participating in the interview.

**35 USC § 101**

Claims 1-13 stand rejected under 35 U.S.C. § 101 because allegedly the claimed invention is claiming a system with no structural components. This rejection is respectfully traversed. Notwithstanding, claims 1, 3-11, and 13 have been amended to recite: "An article for generating contract documents in a recurring contracting environment, the article comprising a tangible machine-readable storage medium embodying software modules" (for support, see, *inter alia*, specification pars. 65-66).

Claims 14-16, 18-26, and 28 stand rejected as allegedly not complying with 35 U.S.C. § 101. This rejection is respectfully traversed. Notwithstanding, claims 14-16, 18-26, and 28 have been amended to clarify that certain operations can be conducted by a computing system (see, *inter alia*, specification par. 36, FIG. 2).

Accordingly, it is respectfully requested that the rejections under 35 U.S.C. § 101 be withdrawn.

35 USC § 103

Claims 1-28 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Davis et al (U.S. Publication No. 2006/0149653 A1) in view of Dan et al. (U.S. Publication No. 2002/0178103 A1). These rejections are respectfully traversed.

Claim 1 has been amended to recite: “the supplemental bid information including evaluation rules for scoring each bid” and to recite that the predetermined scoring standard is “based on the evaluation rules” (for support, see, *inter alia*, specification par. 44).

As discussed during the interview, it is respectfully submitted that the Davis reference fails to disclose the bid aggregator configured to score the bids according to a predetermined scoring standard. The amendments were made to further clarify differences between the current subject matter and Davis. With Davis, a buyer (as opposed to a bidder), can modify bids in order to conduct “what if” scenarios that modifies terms of a bid to see how results for the buyer are affected. The ability for a buyer to run a “what if scenario” does not disclose or suggest automatically scoring bids based on a predetermined scoring standard. By having a predetermined scoring standard that weighs terms of a bid, a buyer can be automatically presented with data characterizing a plurality of bids without having to run a “what if” scenario. In addition, Davis as well as Dan fail to suggest that the evaluation rules that form the basis of the predetermined scoring standard can be sent to a bidder as part of a bid invitation. Providing the evaluation rules ensures a transparent process that can help a buyer receive optimized bids.

Therefore, the skilled artisan would not have resulted in the subject matter of claim 1 by combining Davis and Dan.

Accordingly, claim 1 and its dependent claims should be allowable.

Claim 14 has been amended to recite: "scoring, by the automated computing system, the bid responses according to a predetermined scoring standard, the predetermined scoring standard being generated prior to the bid invitation and assigning a relative importance to a plurality of terms within the bid responses, the bid aggregator normalizing values that are bid for the terms within the bid responses (for support, see, *inter alia*, specification par. 44).

As stated above, the ability to conduct "what if" scenarios in Davis fails to suggest scoring bid responses. Moreover, as suggested by the Examiner during the interview, claim 14 was amended to clarify that the predetermined scoring standard was generated prior to the bid invitation in order to further differentiate the claimed subject matter with the "what if" scenarios of Davis which occur only after a bid invitation is sent.

In addition, claim 14 was further amended to recite that the bid aggregator normalizes values that are bid for terms within the bid responses. Neither Davis or Dan suggest such a normalization technique.

Accordingly, claim 14 and its dependent claims should be allowable.

#### Concluding Comments

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be

construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment. Applicant asks that all claims be allowed.

If there are any questions regarding these amendments and remarks, the Examiner is encouraged to contact the undersigned at the telephone number provided below. The Commissioner is hereby authorized to charge any additional fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-360.

Respectfully submitted,



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